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BILL NUMBER

BRIEF TITLE	APPROVAL DEADLINE	REASON
		

DETAILS		POSITIONS/RECOMMENDATIONS
	Sponsor	
	Program Departments, or Groups Affected	All automated departments
	Applicants/ Proponents	Applicant
		City Department
		Other
Discussion (Including Relationship to other Council Actions)	Opponents	Groups or Individuals
		Basis of Opposition
	Staff Recommendations	" For " Against Reason Against
	Board or Commission Recommendation	BY " For " Against " No Action Taken " For with revisions or conditions (See Details column for conditions)
	CITY COUNCIL ACTIONS (For Council Use Only)	" Pass " Pass (As Amended) " Council Sub. " Without Recommendation " Hold " Do not Pass

DETAILS	POLICY/PR	ROGRAM IMPACT	
	POLICY OR PROGRAM CHANGE	" NO " YES	
	OPERATIONAL IMPACT ASSESSMENT		
	FINANCES		
	COST AND REVENUE PROJECTIONS	COST of total project: COST of this Ordinance/ Resolution	\$ \$
		RELATED annual operating Costs	\$
		INCREASE REVENUE EXPECTED/YEAR	\$
	SOURCE OF FUNDS	CITY [Approximately] \$ \$ \$ \$ NON CITY [Approximately] \$ \$ \$ \$ \$ \$ \$	% %
	BENEFIT COST " Front Foot " Square Foot	Averag \$ \$	e Assessment

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FACT SHEET PREPARED BY:

REVIEW BY:

REFERENCE NUMBER

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN

AMERITAS LIFE INSURANCE CORP.

AND

CITY OF LINCOLN

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Administrative Services Agreement

The Agreement is between City of Lincoln (hereinafter called "Contractor"), and Ameritas Life Insurance Corp., Lincoln, Nebraska, a Nebraska corporation (hereinafter called "Ameritas").

WHEREAS, Contractor has established an employee dental benefit plan according to the Employee Retirement Income Security Act of 1974 (P.L. 93-406), for certain of its employees and their dependents as described in Addendum A of this Agreement, and

WHEREAS, Contractor desires to engage Ameritas to process dental claims for the employees and their dependents and to provide certain administrative services in connection with the Plan, and

WHEREAS, Ameritas has agreed to provide such services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Contractor and Ameritas hereby agree as follows:

Section I. Dental Benefit Plan

This Agreement applies to claim and administrative services provided by Ameritas for the Contractor's dental benefit plan, as amended, as described in Addendum A (hereinafter "Plan"). The terms "Employee" and "Dependent" used in this Agreement shall have the same meanings as stated in the Plan definitions.

Section II. Services to be Provided by Ameritas

During the continuance of this Agreement, Ameritas will perform the following Services for Contractor:

- (a) Ameritas will process standard dental claims under the Plan, for which Contractor has provided to Ameritas the information described in Section III in accordance with Ameritas' Claim Paying System. Ameritas will determine the Plan benefits applicable to the covered Employee including coordination of benefits, where applicable, as specified to Ameritas by Contractor. Ameritas may, during the term of the Agreement, seek permission from Contractor to waive certain provisions of the Plan. Ameritas will only process claims incurred on or after the Effective Date of this Agreement and received while this Agreement is still in effect.
- (b) With respect to any covered Employee who makes a request for Plan benefits which is denied, Ameritas will notify said covered Employee of the denial and his or her right of a review of the denial, consistent with the terms of the Plan.
- (c) Whenever Ameritas determines that benefits are payable under the Plan, Ameritas shall issue checks in payment of such benefits which, subject to the terms of this Agreement, shall be paid through the bank account as set forth in Section V of this Agreement.
- (d) Ameritas will provide customer service to covered Employees or providers by making available to them toll free telephone access to dental customer service personnel who can answer questions about claims and benefits.
- (e) Ameritas will communicate with Contractor as is necessary to verify eligibility of covered Employees.

- (f) Ameritas will provide estimated Plan benefit costs after the First Agreement Period, and Plan design and underwriting services in connection with benefit revisions, addition of new benefits, and extensions of coverage to new covered Employees and their Dependents, as mutually agreed between the parties.
- (g) Ameritas shall bond all of its employees who will be handling monies of Contractor.
- (h) Ameritas will prepare reports as to the Plan for use by Contractor in accounting for and managing the Plan. Such report shall include the standard reports identified in Addendum D.
- (i) Ameritas shall use ordinary care and due diligence in the exercise of its powers and in the performance of its duties under the Agreement but, except as provided for under Subsection (b) of Section IV, shall not be liable for any mistake of judgement or other action taken in good faith or for any loss unless such loss results from its gross negligence.
- (j) In no event shall Ameritas be responsible for Contractor's compliance with the requirements of the Employee Retirement Income Security Act of 1974 (P.L. 93-406) nor shall Ameritas be responsible for complying with the provisions of any other federal or state law or regulation pertaining to employee benefits, except as it pertains to the processing of claims and claims customer service.
- (k) Ameritas shall have no responsibility for providing any conversion to individual coverage as the result of its obligations under this Agreement.
- (l) Ameritas will prepare and provide form 1099 MED for each provider of services, in accordance with IRS rules.
- (m) Ameritas will provide Plan identification cards, Ameritas PPO dentist lists, if applicable, and a description of the Plan, as set forth in Addendum A, for each of the Contractor's eligible employees.
- (n) Ameritas home office personnel will be available to assist Contractor in connection with the general administration of the Plan, administration and record keeping systems for the ongoing operation of the Plan and reconciliation of claims paid. As mutually agreed to by the parties, Ameritas will provide forms, including claims forms, related to the general administration of the Plan.
- (o) Should the information provided to Ameritas in Subsections (a), (b) and (c) of Section III, fail to support the eligibility of an Employee, Ameritas shall be obligated, as required by law, to notify any such Employee submitting a claim for processing that the claim will be delayed due to lack of information.
- Unless a longer period is required by law, Ameritas shall maintain all benefit payment records as to requests for benefits for a period of seven (7) years following the month in which the final benefit payment was made. In the event of discontinuance of this Agreement, Ameritas, upon the Contractors request and their expense, shall promptly forward to Contractor the subject records in its possession in the format identically maintained by Ameritas at the time the Agreement is discontinued. During the time in which Ameritas is to maintain benefit payment records, Ameritas shall be permitted, if it so desires, and unless otherwise prohibited by law, to destroy hard copies whenever the information has been transferred to microfiche or such other similar process which permits the retention of such information.
- (q) The above services are included in the Administrative Service Charges listed in Addendum B. Any other services and the fees related to those services, if any, are identified in Addendum F, if applicable.

Section III. Duties of Contractor

Contractor will perform the following duties related to this Agreement:

- (a) Contractor shall promptly and diligently provide Plan benefit and eligibility information for covered Employees under the Plan, on or after the Effective Date of this Agreement, to Ameritas in the exact standard eligibility format, as set forth in Addendum E, at no cost to Ameritas.
- (b) Contractor shall provide initial benefit information, eligibility information and periodic (at least monthly) updates of additions, deletions and changes with regard to covered Employees by paper medium.
- (c) Contractor shall designate personnel with authority to answer questions relative to eligibility so that accurate eligibility information is available to Ameritas upon request.
- (d) Contractor understands and agrees that during the term of this Agreement and for a period of three (3) years after termination of this Agreement, Contractor will not directly, indirectly or assist any third party to solicit, or attempt to solicit, for their own or for any third party's purposes, the services of any dentist who is at the time listed as a participating provider in the Ameritas PPO according to the most current published list of participating providers.
- (e) Contractor shall provide Ameritas with proper authorization to withdraw funds from the account identified in Section V.

Section IV. Obligations of Each of the Parties

- Each of the parties shall, to the extent possible, promptly advise the other as to matters which come to their respective attention involving potential legal actions involving the Plan and shall promptly advise each other of legal actions commenced against either or both of the parties which require the defense of any legal action involving a claim for benefits under the Plan. Except as prescribed under Subsection (b) hereof, any legal fees resulting from such an action shall be the obligation of Contractor and shall not be the obligation of Ameritas under this Agreement, but it is understood and agreed that Ameritas shall fully cooperate with Contractor in the defense of any action arising out of matters involving the Plan.
- (b) Should both parties hereto be named as defendants in litigation of any matters which are the subject of this Agreement, then each party shall be responsible for its respective defense of the matter including costs and attorney's fees. If the negligence of Ameritas is determined to be the legal cause of any monetary damages being awarded to the plaintiff from Contractor then Ameritas shall indemnify Contractor for such damages. If the negligence of Contractor is determined to be the legal cause of any monetary damages being awarded to the plaintiff from Ameritas then Contractor shall indemnify Ameritas for such damages.
- (c) Each of the parties agrees to indemnify and hold harmless the other, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs and penalties, including attorney's fees, with respect to this Agreement resulting from or arising out of the dishonest, fraudulent, grossly negligent, or criminal acts of such party or its own employees, acting alone or in collusion with others.
- (d) If it is determined that any payment has been made under this Agreement to an ineligible person, or if it is determined that more or less than the correct amount has been paid by Ameritas, Ameritas will make a diligent attempt to recover the overpayment or will adjust the underpayment in accordance with Ameritas'

established claim practices. However, in no event shall such recovery or adjustment be performed in a manner violative of any state's Unfair Claims Practices Act. Ameritas shall not initiate court proceedings for any such recovery. In the event, however, that Ameritas is sued by any beneficiary seeking to recover an adjustment to an alleged underpayment, then the decision whether to defend such court suit shall be the responsibility of Contractor. Contractor may direct Ameritas to enter into a settlement or to forego the defense to any such action, provided, however, that Contractor shall ensure that Ameritas is fully reimbursed and indemnified for any and all payments made by reason of such decision by Contractor.

Section V. Banking Arrangements

During the term of this Agreement:

- (a) All benefit payments made by Ameritas on behalf of the Plan will be issued by Ameritas on checks payable through Ameritas' bank of choice.
- (b) Ameritas will send to Contractor, weekly, the Paid/Denied Claim Report identified in Addendum D. Accompanying this report will be a cover letter setting forth the total amount paid as reflected by the report. Three (3) business days after sending, Contractor will wire transfer to the Ameritas bank account the amount listed in the letter.

Failure to reimburse Ameritas in accordance with the above will result in interest being charged on the unpaid amount from the date due until fully paid at a rate equal to the lower of a) ten percent (10%) per year or, b) the maximum rate allowable by applicable usury laws, and may result in the discontinuance of the Agreement in accordance with Section VIII(a)(ii).

Section VI. Administrative Service Charge Schedule

- (a) Except as otherwise provided hereafter, the Administrative Charge for each month of this Agreement shall be paid on a per covered Employee basis. For the First Agreement Period the Administrative Services Charges are specified in Addendum B.
- (b) The Administrative Service Charge for any one covered Employee will start on the first day of the month falling on or after the date the covered Employee's coverage is effective. The Administrative Service Charge for any one covered Employee will cease on the last day of the month falling on or after the date of termination of the covered Employee's coverage. There will be no pro rata charges or credits for partial month.
- (c) Ameritas will refund unearned Administrative Service Charges to Contractor for up to three (3) months before the date Ameritas receives evidence that a refund is due. However, in no event will a refund be made beyond the period for which a claim has been paid.
- (d) Prior to the first (1st) day of each month of this Agreement, Ameritas will submit a report identifying the covered Employees and listing the Administrative Charges for the month. Remittance of the Administrative Service Charges, in the form of the Contractor's check, shall be due by the first (1st) of the month and past due on the tenth (10th) of the month. Such report and remittance shall be subject to audit and adjustment, as necessary, by Ameritas within ninety (90) days of receipt.

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- (e) The Administrative Service Charge may be adjusted by Ameritas at the start of the Second Agreement Period, provided Ameritas has given Contractor sixty (60) days advance written notice of its intent to adjust the Administrative Service Charge. Any subsequent change in the Administrative Service Charge may be made by Ameritas as of the first (1st) day of any month, provided Ameritas has given Contractor written notice of its intent to change at least sixty (60) days in advance of the proposed date of change.
- (f) In addition to the Administrative Services Charges, Contractor shall reimburse Ameritas for the amount of any taxes, or other charges or fees assessed against Ameritas as a result of its performance under the Plan and this Agreement. Such payment shall be made within thirty (30) days of receipt by Contractor of such notification by Ameritas of such taxes or charges.
- During the First Agreement Period of this Agreement, Contractor may be eligible for a refund of a portion of the Administrative Services Charges paid, if Ameritas does not meet the guarantees identified in Addendum C. The refund will be paid to Contractor within sixty (60) days of the end of the First Agreement Period in which the guarantee was not met. The calculation of the amount of the refund is described in Addendum C.
- (h) During the First Agreement Period of this Agreement, Contractor may be eligible for a refund of a portion of the PPO Access Fees paid as identified in Addendum B. The refund will be paid to Contractor within sixty (60) days of the end of the First Agreement Period in which the guarantee was not met. The calculation of the amount of the refund is described in Addendum B.

Section VII. Effective Date - Agreement Period

- (a) Although executed on the dates shown below, this Agreement shall be effective as of November 1, 2002 ("Effective Date").
- (b) The First (1st) Agreement Period shall be the period from the Effective Date through November 1, 2004.
- (c) This Agreement shall be automatically continued for successive Agreement Periods of twelve (12) months each, after the First Agreement Period, unless discontinued in accordance with Section VIII by written notice given in accordance with Section XIV.

Section VIII. Discontinuance of Agreement

- (a) The Agreement may be discontinued at the earliest time specified below:
 - (i) As of any date agreed to in writing between Contractor and Ameritas.
 - (ii) At the option of Ameritas, as of the date Contractor fails to reimburse Ameritas in accordance with Section V(b), as necessary for the payment of checks issued by Ameritas for benefit payments under the Plan; provided Ameritas gives written notice by letter, fax or electronic medium to Contractor of such failure and Contractor fails to provide such funds within one (1) business day of receipt of such notice.

- (iii) As of the end of a period of thirty (30) days after written notice has been given by either party to the other of the other's breach of contract under this Agreement, provided such breach has not been cured within such thirty (30) day period.
- (iv) Application of this Agreement to any state or other jurisdiction may be discontinued by Contractor or Ameritas as of the date both parties determine that it will be unlawful to continue doing business under the Agreement in such state or other jurisdiction. Such termination, however, shall not terminate this Agreement as to any other state or jurisdiction.
- (b) Discontinuance of this Agreement for whatever reason, shall not terminate the rights or liabilities of either party arising out of a period prior to discontinuance.
- (c) Ameritas will continue to process all claims received on or before the date the Agreement is discontinued. Contractor will assume the responsibility for all claims received after the Agreement is discontinued. Any claims received by Ameritas after the discontinuance of the Agreement will be forwarded to Contractor within three (3) business days of receipt.
 - Upon request, and with appropriate guarantees of funding and agreement to Administrative Service Charges from Contractor, Ameritas will, for a period of ninety (90) days subsequent to the date of discontinuance of this Agreement, continue to process those standard dental claims containing expenses for dental services performed prior to the date of discontinuance of this Agreement which dental claims are received during said ninety (90) day period. At the expiration of said ninety (90) day period, Ameritas will cease all claim processing in accordance with (d) hereof.
- (d) Contractor agrees to reimburse Ameritas in accordance with Section V(b), for benefit payments made subsequent to the date of discontinuance until all payments made by Ameritas have been reimbursed by Contractor.

Section IX. Examination of Records

Contractor shall have the right to examine any relative records of Ameritas relating to benefit payments and requests for benefit payments under the Plan and the issuing of checks for payment of benefits under the Plan, provided, however, that any examination of individual benefit payment records shall be carried out on a regular working day in a manner agreed to between Contractor and Ameritas designed to protect the confidentiality of the individual's medical or dental information. The cost of any such examination shall be borne by Contractor, provided, however, Ameritas agrees to provide at no cost a copier, copier supplies and a file clerk to provide requested files to be examined.

Ameritas shall have the right to examine any relative records of Contractor relating to Ameritas' obligations under this Agreement. Such examination shall take place on a regular working day in a manner to minimize, to the extent reasonably possible, interference with the Contractor's normal business functions. The cost of such examination shall be borne by Ameritas, provided, however, Contractor agrees to provide at no cost a copier, copier supplies and a file clerk to provide the requested files to be examined.

Section X. Assignment

Except as to an assignment or transfer of this Agreement by either party to one of its wholly owned subsidiaries or to an affiliate of the party, no assignment or transfer by either party of any rights, duties or obligations pertaining to this Agreement shall be valid without the written consent of the other party, provided that neither party may unreasonably withhold such consent.

Section XI. Change in Agreement

This Agreement shall constitute the entire Agreement between the parties and all prior oral agreements shall be merged into this written Agreement. No change in this Agreement will be valid unless contained in writing, executed by officers of Contractor and Ameritas. No agent may change this Agreement or waive any of its provisions.

Section XII. Applicable Law

This Agreement shall be governed by the laws of the United States of America and the State of Nebraska.

Section XIII. Amendments

This Agreement may be amended from time-to-time by written agreement between the parties. A copy of the amendment signed by both parties shall be attached to and shall become a part of the Agreement on the effective date stated therein.

Section XIV. Notices

Whenever under this Agreement one party is required or permitted to give notice to the other, except as provided in Section VIII (a) (ii), herein, such notice shall be deemed given when delivered in hand or when mailed by United States mail, postage prepaid and addressed as follows:

In the case of Ameritas:

Ameritas Life Insurance Corp. 5900 "O" Street P.O. Box 81889 Lincoln, Nebraska 68501-1889 Attn: Group Department

In the case of Contractor:

City of Lincoln 555 S. 10th Street Lincoln, Nebraska 68508 Attn: William Thoreson

Section XV. Confidentiality

Contractor acknowledges that the claims paying, administration and eligibility systems employed by Ameritas under this Agreement are proprietary, state-of-the-art systems developed by Ameritas and that Ameritas has the sole and entire proprietary interest in and to the systems. Contractor further agrees that at no time shall Contractor or any of its employees assign, sell, license, let, duplicate, transfer, pledge or hypothecate, the system or any portion thereof. Contractor agrees to utilize security and control to protect the system which are no less stringent than it uses to protect its own proprietary rights. Contractor further acknowledges that Ameritas has expended substantial resources in creating and developing the system and that Contractor agrees to indemnify Ameritas for any loss it suffers as a result of Contractor's use of the system in a manner not consistent with this Agreement, specifically including, but not limited to, any misuse by Contractor or its employees.

Except as otherwise provided in this Agreement, all information communicated to one party by the other party, whether before or after the effective date of this Agreement, was and shall be, to the extent permitted by law, received in confidence and shall be used only for purposes of this Agreement. No such information, including without limitation the provisions of this Agreement, shall be disclosed by the recipient party to other parties, including its own employees, except as may be necessary by reason of legal, accounting, regulatory or administrative requirements under this Agreement. The provisions of this section shall survive termination or expiration of this Agreement for any reason.

Section XVI. Headings

The section headings are for reference and convenience only and shall not enter into the interpretation of this Agreement.

Section XVII, Singular and Plural

Unless the context otherwise requires whenever the singular is used the plural shall apply if applicable.

Section XVIII. Waiver

No delay or omission by either party to exercise any right or power shall impair such right or power or be construed as a waiver. A waiver by either of the parties of any of the covenants to be performed by the other or any breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.

Section XIX. Relationship of the Parties

The relationship of Ameritas to Contractor under this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or joint venturers between Contractor and Ameritas or its representatives or employees.

Section XX. Invalid Provisions in Contract

If any provision of this Agreement should be determined to be invalid under the law, the remainder of this Agreement shall not be effected thereby.

Section XXI. Execution of Agreement

IN WITNESS WHEREOF, Contractor and Ameritas have caused this Agreement to be executed in duplicate on the dates set forth below.

AMERITAS LIPE INSURANCE CORP.	CITY OF LINCOLN
By Kenneth L. VanCleave	By:
Title: Senior Vice President - Group Division	Title: Mayor
Date: 8-27-02	Date:

Addendum B - Bank Account, Administrative Service Charges

Bank Account

Financial Institution: U.S. Bank Account Number: 149400700188

Administrative Service Charges

The Administrative Service Charges from Effective Date to November 1, 2004

\$ 4.48 per covered Employee per Month

Fees shown above are based on the services outlined in Section II. Services to be Provided by Ameritas. Any other services and the fees related, if any, are identified in Addendum F, if applicable.

Addendum C - Performance and Quality Guarantees

During the First Agreement Period, Ameritas guarantees to meet or exceed the following:

- (a) Ninety percent (90%) of all claims will be processed within ten (10) business days of the date Ameritas receives all the information necessary to process the claims. This will be measured over a 12 month period on claims processed for Contractor.
- (b) The department responsible for claim payment will achieve at least 99% payment accuracy. This means the claims paid by the unit will be within 1% of the amount that should have been paid. This will be measured over a 12 month period for the entire department.
- (c) The administrative service agreement, benefit booklets, ID cards, and other administrative materials will be mailed within 15 business days of the date all required information is received by Ameritas Life Insurance Corp. at our Administrative Office in Lincoln, Nebraska, and the case has been given final approval.

If the condition described in (a), (b) or (c) above is not met then Contractor is eligible for a refund of a portion of the Administrative Service Charges. The amount of the refund is calculated as follows:

(Annual Administrative Service Charges Paid - PPO Fees Paid (if applicable) - Commission or Broker's Fees Paid) / 12 = Average Monthly Charge at Risk

If only 1 of the 3 conditions is not met the refund is 33% * Average Monthly Charge at Risk If only 2 of the 3 conditions are not met the refund is 67% * Average Monthly Charge at Risk If all 3 conditions are not met the refund is 100% * Average Monthly Charge at Risk

(d) Ameritas will guarantee a claims savings of 10% of considered dental charges. The actual savings is determined from the Dental Claims Saving Report identified in Addendum D. If the actual savings percentage is less than 10%, Ameritas will refund one full month's ASO fees (as calculated above in the Average Monthly Charge at Risk).

Addendum D - Summary of Reports

Weekly Reports

Paid/Denied Claims Report

Monthly Reports

Ameritas List Bill

Quarterly Reports

Claims Turn Around Time Report

Benefit Payment Report

Lists Paid Claims by Benefit Type

Coordination of Benefit Savings

Annual Reports

Informed Selling Reports

EOB Count per Month

Incentive Coinsurance Levels

Lifetime Deductible Summary

Dental Calendar Year Maximum Benefit Summary

Dental Claims Savings Report

PPO Savings Information

Claim System Savings Information

Procedure Utilization

By Frequency

By Total Allowed

Benefit Payment Report

Lists Paid Claims by Benefit Type

Claims Turn Around Time Report

Coordination of Benefit Savings (COB Savings)

Fees include this standard report package. Deviations from these reports and/or frequency will be priced accordingly as shown in Addendum F (if applicable).

Addendum E

1.) If using paper eligibility submission, include the following language:

The fees assume submission of eligibility in a mutually agreed upon paper format. Fees also assume one plan design for all employees, one class and/or division, and one mailing location. Deviations will be priced accordingly as shown in Addendum F (if applicable)

Or

2.) If using electronic eligibility submission, include the following language:

ASO Employee Eligibility Record For Ameritas

Data Field Name	Format	Description
Creation Date	9(8)	File creation date CCYYMMDD
Policy number	9(6)	Ameritas policy number
Division number	9(5)	Ameritas division number
Social security no	9(9)	Social security number
Employee name	X(23)	Last name, First name MI i.e. Smith Sr, John D
Street address 1	X(30)	Employee address line 1
Street address 2	X(30)	Employee address line 2
City	X(20)	Employee City
State	X(2)	Employee state code abbrev.
Zip	9(9)	Employee zip code
Gender	X	F or M
Date of birth	9(8)	CCYYMMDD
Date of hire Dental effective date	9(8) 9(8)	CCYYMMDD Date dental coverage effective CCYYMMDD
Dental termination date	9(8)	Date dental benefits end or employee terminates
		CCYYMMDD
Coverage type	х	A = Employee Only B = Employee and Family
EE Late entrant	x	Employee late entrant: $Y = yes$; $N = no$
DP Late entrants	X	Dependent late entrant: $Y = yes$; $N = no$

The fees assume submission of eligibility in a mutually agreed upon electronic media based on the above format. Fees also assume one plan design for all employees, one class and/or division, and one mailing location. Deviations will be priced accordingly as shown in Addendum F (if applicable).

Addendum F

Deviations from Standard Services

(None)